

SECONDARY AGREEMENT

BETWEEN THE

**DEPARTMENT OF LABOR and ECONOMIC
GROWTH**

AND

UAW – LOCAL 6000

EFFECTIVE THROUGH DECEMBER 31, 2007



ARTICLE 4 – SECTION C BULLETIN BOARDS

UAW shall authorize bulletin boards for the activities of all units it represents according to the following:

1. One (1) bulletin board for work sites with up to fifty (50) represented employees.
2. Two (2) bulletin boards for work sites with up to one hundred (100) represented employees.
3. Three (3) bulletin boards for work sites with more than one hundred (100) represented employees.

Location shall be mutually agreed upon by local management and the Department of Labor and Economic Growth (DLEG) employee appointed by the UAW who is assigned to the work site as defined below.

If the location of the bulletin boards becomes a concern of either party during the term of the agreement, such concerns may be appropriate for discussion at Labor/Management meetings. Specific changes in location of the boards shall be based on mutual agreement between the parties.

For purposes of this Article, work site is defined as a (1) building within a county or (2) a building or group of buildings which constitute a facility.

ARTICLE 4 – SECTION I ACCESS TO PREMISES

Access to non-public portions of the Department by non-employee UAW officers and representatives will be in accordance with Article 4, Section I of the Primary Agreement.

ARTICLE 4 - SECTION J UNION PRESENTATION

Whenever there is a planned group orientation, the Employer will allow the Local UAW designated representative 30 minutes of administrative leave for a presentation. In the absence of planned group orientations, the Local UAW representative will be allowed 30 minutes of administrative leave for a group presentation to new exclusively represented employees in the building where the employees work. Employees located in the building where the presentation is scheduled shall be entitled to attend the UAW presentation on work time for 30 minutes, at a mutually agreed upon time, but not more than once a month.

In instances where group presentations by the UAW are not feasible, the Local UAW representative will be allowed 30 minutes of administrative leave to meet each new bargaining unit employee within the first two weeks of employment of the new employee. The employee will be allowed 30 minutes of work time to meet with the UAW representative.

The designated UAW representative will be given a reasonable amount of time for travel purposes if there is no UAW representative on site.

ARTICLE 12 -SECTION A.2 APPLICATION OF LAYOFF

Should the Agency hire seasonal employees during the life of this Agreement, the UAW and the Employer will reopen negotiations to address the layoff and recall procedures of the seasonal employees.

**ARTICLE 12 - SECTION A.3
APPLICATION OF LAYOFF**

At MCTI, work available during the summer recess will first be sought on a voluntary basis and offered based on seniority, including employees with assignments having functional responsibilities similar to assignments during the regular school year. Absent a sufficient number of volunteers to meet operational needs/programs, assignments will be made by inverse seniority. Barring unforeseen circumstances, notification will be provided no later than ninety (90) calendar days from the close of the school year.

**ARTICLE 12 - SECTIONS D.1 AND E
GENERAL LAYOFF PROCEDURE AND BUMPING**

A primary layoff unit shall be defined as a Bureau within a county. For purposes of this Article, Ingham and Eaton shall be considered as one county, and Wayne, Oakland and Macomb shall be considered as one county. Newly established Bureaus shall each be a separate primary unit within the county for layoff purposes. No bumping shall occur within the primary layoff unit. Bureaus are listed in Appendix A.

- a.** When the least senior employee at an identified class and level is laid off from his/her primary layoff unit, the affected employee shall have bumping rights to the least senior position at his/her class and level at the time of layoff in the county.
- b.** If no position is available under (a), the employee may bump the least senior position in the county in the class series at the time of layoff or in a former class series at or below any level at which the employee had satisfactorily completed six (6) months of service, whichever would result in a higher rate of pay.

c. If no position is available under (b), the employee may bump the least senior position statewide at his/her class and level at the time of layoff. If no position is available at his/her class and level, then the employee may bump the least senior position statewide in the class series at the time of layoff or in a former class series at or below any level at which the employee had satisfactorily completed six (6) months of service, whichever would result in a higher rate of pay.

Layoff units for UAW exclusively represented employees shall be identified as follows:

A. Michigan Career Technical Institute (MCTI)

B. Each Michigan Rehabilitation Service (MRS) district office inclusive of any sub-units. For the purposes of this Article, layoff units for the MRS insurance program shall be a district office or suboffice designated at time of field assignment. Field assignments will be designated within sixty (60) days of ratification of this Agreement.

C. Michigan Rehabilitation Services (MRS) central office

Within the layoff units, geographical clusters are identified as follows:

1. Marquette, Alpena, and Grand Traverse counties
2. Muskegon, Kent, Ottawa, and Mecosta counties
3. Barry, Berrien, Kalamazoo, and Calhoun counties
4. Ingham, Jackson, Washtenaw, and Livingston counties
5. Genesee, Saginaw, Bay, St. Clair, Tuscola, Midland, and Isabella counties
6. Wayne, Oakland, and Macomb counties

Employees in the above geographical clusters may bump sequentially as follows:

1. Bump within the geographical cluster to the least senior position at the employee's level.
2. Lacking a bump in (1) above, may then bump within geographical cluster to the least senior position at a lower level.

3. Lacking a bump in (2) above, may then bump statewide to the least senior position at the employee's level.
4. Lacking a bump in (3) above, may then bump statewide to the least senior position at a lower level.

There shall be no bumping between employment types (e.g., full-time, part-time, etc.). An employee's eligibility for employment preference will be in accordance with Article 11 of the Primary Agreement.

ARTICLE 12 - SECTION D.2 CLASS CLUSTERS

There shall be no class clusters in the Department of Labor and Economic Growth.

ARTICLE 13 – SECTION A.7 WORK LOCATION

A work location is a county, except that Ingham and Eaton counties shall be considered as one work location and Wayne, Oakland and Macomb counties shall be considered as one work location, within Michigan Rehabilitation Services (MRS), the district office, inclusive of any geographically separate units, is considered the same work location.

**ARTICLE 13 – SECTION A.8
WORK SITE**

Work site shall be defined as the Bureau in the Lansing Metro area (see Appendix A). Outside of the Lansing Metro area, work site shall be defined as a building occupied in whole or in part by the Department of Labor and Economic Growth.

Each Michigan Rehabilitation Services district office inclusive of all sub-units shall be a separate work site. For purposes of transfer, the request may indicate the specific office or unit of interest.

**ARTICLE 13 – SECTION B.1
RIGHT OF ASSIGNMENT**

There are no class clusters; therefore, class clusters cannot be used in Right of Assignment.

**ARTICLE 13 – SECTION C.2
TRANSFER LIST**

The parties agree that in the Department of Labor and Economic Growth there shall be no tiered transfer priorities or class clusters. Employees shall be entitled to request transfer to as many work locations as they desire and each request shall be given equal priority.

Transfer Roster Designations

In accordance with Article 13, Section C.2 of the Primary Agreement, employees may request a transfer to other work sites as defined in Article 13, Section A.7 of this Secondary Agreement.

Upon request, the UAW spokesperson for DLEG will be allowed to review UAW transfer requests.

**ARTICLE 13 – SECTION C.5
CORRECTING A STAFFING IMBALANCE**

The criteria for a staffing imbalance exists when there is a change in the ratio of bargaining unit employees in relationship to the size of the workload demand.

When a staffing imbalance exists, the Employer will notify the Local in writing at least fourteen (14) calendar days prior to the effective date for correcting the staffing imbalance. The notification shall include the affected employee's name, classification, administration, work location, current position number, reassignment administration, reassignment position number, and the basis upon which a staffing imbalance was determined.

It will be management's responsibility to place the issue on a labor/management meeting agenda by notification to the UAW Labor/Management Chairperson at least fourteen (14) days prior to such meeting. Nothing shall prohibit designated Union representatives from meeting with management outside the labor/management forum to discuss staffing imbalances.

**ARTICLE 13 SECTION E
EXPENSE REIMBURSEMENT**

In accordance with current practice, administrative leave may be granted for bargaining unit members to participate in interviews within the Department of Labor and Economic Growth. However, the employee must request administrative leave in advance of any such interviews.

**ARTICLE 14 - SECTION E
MEAL PERIODS**

The current practice concerning the duration and scheduling of lunch periods will continue. On an infrequent basis, an employee may be permitted to forego or lengthen a scheduled meal period with prior supervisory approval. Supervisory decisions will take into account operational needs, such as coverage, work volume and deadlines. Requests to forego or lengthen scheduled lunch periods will not be unreasonably denied.

On an occasional basis (not more than once per 10 work days), and with prior supervisory approval, an employee who is normally scheduled to take a one (1) hour meal period, may take a thirty (30) minute meal period and have their work day adjusted accordingly.

**ARTICLE 14 - SECTION G
WASH-UP TIME**

The formal scheduling of employee wash-up time is unnecessary. Wash-up time may be discussed at Labor/Management meetings if working conditions change. Nothing in this Article shall be construed as a prohibition against continuing the current practice of allowing unit employees an opportunity to wash up as needed.

ARTICLE 14 - SECTION K MODIFIED WORK SCHEDULES

Eligible employees presently on modified work schedules or employees placed on modified work schedules during the life of this Agreement, shall only be entitled to overtime compensation for those authorized overtime work hours in excess of forty (40) hours worked in a week.

Acceptable modified work schedules and procedures are agreed to as follows:

1. Definitions:

A. Work Schedule: The period of time an employee is expected to be performing assigned duties as prescribed by the immediate or successively higher level supervision. A work week consists of forty (40) hours of paid time. Normally the work week begins on Sunday at 12:01 a.m. and ends Saturday at 11:59 p.m.

B. Modified Work Schedule: An approved work schedule which maintains forty (40) hours of work per week but is not strictly composed of eight (8) hour work days.

C. Core Time: All employees are required to be present during "core hours" of operations which are from 10:00 a.m. to 3:00 p.m. each day unless they are using leave credits or on an approved leave of absence.

2. Conditions:

Established work schedules will in all cases be in the best interest of the state. Bureaus may elect to either participate in the Modified Work Schedule Program, or participate on a six month trial basis. Areas within Bureaus may be excluded from participation in the Modified Work Schedule Program based on the effective and efficient delivery of services, safety of the employees, energy conservation, or discharging of responsibilities assigned to the respective Bureau.

A. Modified work schedules may be requested by employees on a voluntary basis. To be eligible to participate in a Modified Work Schedule Program, employees must be full-time, have worked for the Department of Labor and Economic Growth for 12 consecutive months, and be in good standing. In instances involving coordination of schedules for training purposes, where an employee has previously worked for the Department of Labor and Economic Growth, or upon approval of the Appointing Authority, the 12 month waiting period may be waived.

For the Department of Labor and Economic Growth two options will be provided for modified work schedules:

Option I: Nine hours per day for four days, one-half day working and one-half day off during the work week.

Option II: Four days at ten hours per day with one day off.

Bureaus may elect to limit employee participation to one option. Where such a limit occurs, the Bureau will be responsible for notifying its employees.

B. Employees have the right to remain on traditional (normal) work schedules.

C. Employees must submit a request for participation in the Modified Work Schedule Program to their supervisor on the departmental request form. Requests shall not be unreasonably denied. Requests must be answered by Employer in writing within ten (10) working days of the request.

D. Consideration for modified work schedule requests will be made on a first come, first-serve basis. Where conflicts exist in scheduling employees who have submitted requests on the same day, the employee with the most total continuous state service will receive preference on his/her request. The Employer may require employees to submit renewal requests within the 30-day period before January 1 of the new year.

E. Employees who are experiencing work performance difficulties or attendance problems may be removed from a modified work schedule.

F. When the Appointing Authority, Bureau, Division, Section, or Unit elects to terminate or revise the modified work schedule, one pay period advance written notice to the affected employee(s) shall be provided except in instances as outlined in Items E and M.

G. An employee may elect to terminate his/her modified work schedule participation provided one pay period advance written notice is given to the immediate supervisor.

H. Employees authorized to work a modified work schedule who are reassigned or transferred to another supervisor, must resubmit their requests for authorization of participation in a modified work schedule to their new supervisors.

I. Modified work schedules shall include a minimum of 25 hours each week of core time. The remaining hours of work may be varied provided the employee is not scheduled to work in excess of ten hours per day.

J. When an employee is absent, the absence should be covered with sick or annual leave in the amount equal to the number of hours which the employee had been scheduled to work that day.

K. On paid holidays, only eight hours of pay shall be authorized as holiday payment for eligible employees. Employees working modified schedules shall be required to either supplement their scheduled hours with annual leave credits or make alternate scheduling arrangements with prior supervisory approval for the pay period in which the holiday occurs.

L. Employees shall not be allowed to work during their scheduled lunch period nor shall the 15 minute rest break(s) be waived in order to meet any established core time requirements. Employees participating in a modified work schedule remain entitled to one 15 minute rest break in the morning and one 15 minute rest break in the afternoon.

M. When employees working modified schedules are required by management to participate in training or special meetings, existing work schedules may be adjusted in order to permit the employee to attend within a 40 hour work week. The employee shall be notified as soon as administratively possible of adjustment of work hours.

N. Where seasonal work loads are heavy necessitating uniform reporting and quitting times, participation in the program may temporarily be suspended by the Bureau.

ARTICLE 15 - SECTION E SCHEDULING OF COMPENSATORY TIME

Each time an eligible employee (Code 1 and Code 2 as defined in Appendix A and B of the Primary Agreement) is requested to work overtime, the employee shall be compensated in cash at the time and one-half rate, or with the consent of the Employer, may elect to accrue compensatory time at the time and one-half rate, pursuant to the applicable provisions of the Federal Fair Labor Standards Act, as amended.

When compensatory time credits have been accrued by an eligible employee for overtime work or work performed on a holiday, this accrued time shall be used at the convenience of the employee subject to supervisory approval based on criteria applicable to annual leave.

No Code 1 and Code 2 employee shall be allowed to accumulate more than two hundred and forty (240) hours of compensatory time credits.

At the request of the employee and with the approval of the supervisor, accumulated compensatory time will be paid to the employee at the end of the fiscal year. Compensatory time not paid will carry over to subsequent fiscal years.

Code 3 employees are not eligible for overtime payment. Such employees may, however, with the mutual consent of the Employer, maintain records of authorized time worked in excess of forty (40) hours in a week with the understanding that an equivalent amount of time may be taken off at a subsequent time as if such accumulated time were compensatory time. Such time for Code 3 employees will be accumulated on an hour for hour basis rather than at the premium rate. Records of such accumulated time for Code 3 employees will be maintained by the supervisor and the employee and will not be recorded in the time report. Where employees are required to contact their immediate supervisor for authorization prior to extending their assigned shift to complete a particular assignment, the unavailability of the supervisor/designee(s) will not result in the Employer's refusal to compensate the employee for hours worked in excess of the regular work day.

Code 3 employees are not eligible for cash pay off for time accumulated pursuant to the provisions of this section. No Code 3 employee shall be allowed to accumulate more than forty (40) hours of equivalent time.

ARTICLE 15 - SECTION F OVERTIME PROCEDURE

Scheduling procedures for voluntary and mandatory overtime, work locations equalization units, use of volunteers, maintenance of overtime rosters, and recognition of seniority are outlined below:

When an employee has started a job during the course of normal working hours, the Employer may require the employee to complete the assignment without seeking volunteers. Overtime hours worked will be recorded on the overtime roster.

If the Employer elects to seek volunteers for overtime, the following procedure will be utilized:

Volunteers

1) When the Employer determines that overtime is needed, the Employer will offer voluntary overtime to the employee(s) assigned to the job by descending seniority order, on a rotational basis. If the employee does not volunteer for the overtime, he/she will be credited with the hours refused on the overtime roster.

2) Where the employee(s) chooses not to work voluntary overtime, the Employer will offer voluntary overtime with employees within the area who normally perform the same job duties by descending seniority order, on a rotational basis. Employees who do not volunteer for overtime will be credited with the hours refused on the overtime roster. Overtime hours worked will be recorded on the overtime roster.

3) If additional employees are needed, the Employer may offer overtime to qualified employees from other work areas, by descending seniority order, on a rotational basis. Overtime hours will be credited on the overtime roster.

4) Errors in the administration of voluntary overtime will be corrected by providing compensation to the affected employee(s).

If more employees volunteer for overtime than are needed, assignment of overtime will be to the qualified employee(s) by descending seniority order, on a rotational basis. Overtime hours worked will be recorded on the overtime roster.

Mandatory Overtime

1) Assignment of overtime will be to the employee(s) responsible for performing the job by ascending seniority order, on a rotational basis. Mandatory overtime hours worked will be recorded on the overtime roster.

2) In the event additional employee(s) are needed to complete the job, the Employer may mandate any qualified employee to work overtime. Mandatory overtime work will be assigned by ascending seniority order, on a rotational basis. Mandatory overtime hours worked will be recorded on the overtime roster.

Overtime Roster

At the end of each fiscal year, each employee's hours will be reduced to zero. Overtime rosters shall be maintained by entire office, unit, or sub-unit, whichever is most appropriate.

Employees new to the work area will be placed on the overtime work area roster upon achieving Civil Service status. Employees new to the work area who have Civil Service status will be placed on the overtime work area roster when acclimated to job duties, and will be credited with the same number of hours as the employee with the least number of overtime hours worked to his/her credit.

An employee may have his/her name removed from consideration for voluntary overtime by submitting written notification to his/her supervisor identifying the period during which the employee does not wish to be considered. The employee shall be reinstated for voluntary overtime immediately upon expiration of the period identified in the prior written notification.

An employee's request to decline mandatory overtime will be considered and approved by management when the employee provides acceptable medical verification exempting said employee from overtime, or an acceptable reason based on extenuating circumstances. Refusal of mandatory hours will be credited on the overtime roster.

Seniority for purposes of this Article is defined in Article 11.

Unscheduled and emergency overtime may occur for those employees who are in field assignments. The parties recognize the fact overtime must be authorized by the Employer. The Employer and the Union agree any problems arising out of the unavailability of supervisors to authorize extended shift/overtime hours for Code 2 employees, will not result in the Employer's refusal to compensate the employee for their hours worked in excess of their regular working day. These additional hours will be recorded on their time and attendance report and the employee will be compensated in accordance with Article 15 of the Primary Agreement.

Employees shall not be required to work mandatory scheduled overtime in excess of 12 hours per day, except in an emergency situation.

**ARTICLE 18 – SECTIONS A.3 AND B
UNION REPRESENTATION**

Work sites with fewer than fifteen (15) UAW contract employees without a steward at the work location, shall be represented by a chief steward or steward in the Department, or by a UAW staff member or designee. There shall be no loss of pay or leave credits in accordance to the provisions of Section A.3.

**ARTICLE 19 - SECTION B
REPRESENTATION**

Labor/Management meetings will be held for the purpose listed in Article 19, and shall be scheduled at the Department level as listed in that Article. When departmental meetings are scheduled, administrative leave shall be granted for not more than nine (9) UAW employee representatives, and the Departmental Health and Safety Representative. At the Department level, the Union shall make every reasonable effort to seek broad representation from the various bureaus of the Department.

At facility, agency, and bureau level meetings, no more than three (3) UAW employee representatives (which may include the UAW Departmental Health and Safety Representative) shall receive administrative leave. However, at the agency/bureau level in MSHDA and MRS there will be no more than five (5) employee representatives (which may include the UAW Departmental Health and Safety Representative) who receive administrative leave.

ARTICLE 19 - SECTION C SCHEDULING

Departmental/Facility/Agency level Labor/Management meetings shall be scheduled upon the request of either party, but not more frequently than monthly except as may be mutually agreed upon on a case-by-case basis. The requesting party shall present their request in writing at least seven (7) working days in advance of the scheduled meeting in the form of a statement of purpose for the meeting and a proposed agenda. If no agenda is presented within the seven (7) working day timeframe, no meeting shall be held.

The Union will be allowed four (4) hours to caucus the day of the scheduled Labor/Management meeting.

As established in Appendix A, local level Labor/Management meetings shall be defined as meetings between Management and Union Representatives at the district offices (MRS), RIC centers, and at the work sites. Nothing shall preclude priority items from being addressed in a Labor/Management meeting scheduled sooner than the next regular scheduled meeting.

ARTICLE 19 - SECTION D PAY STATUS OF THE UNION REPRESENTATIVE

Designated representatives will be granted administrative leave up to but not in excess of the employee's scheduled work hours on the meeting day for actual travel, preparation time and attendance at Labor/Management meetings. On a case-by-case basis, to resolve extensive travel issues, additional administrative leave will be granted for employees whose travel, preparation time and attendance would exceed the employee's scheduled work hours on the meeting day.

ARTICLE 22 - SECTION C BUILDINGS

When major construction, renovation, or redesign of a work area is planned by the Department, DMB or building owner, the employees in the affected area shall be provided with ten (10) work days prior written notification by the Department. Such notification shall be in the form of a posting on work site bulletin boards. Notice will also be provided to the UAW work site Chief Steward and the UAW Departmental Health and Safety Representative.

In emergency situations, as much notice as possible will be given to employees and the UAW work site Chief Steward and the UAW Departmental Health and Safety Representative.

ARTICLE 22 - SECTION F PROTECTIVE CLOTHING

Protective clothing and equipment required by the Department including items determined by the Department to be necessary to protect the employee from biological hazards will be provided by the Department. When employees believe they need protective clothing in the performance of their job duties, such topic may be discussed and considered at a Labor/Management meeting(s) according to Article 19, Section B.

To the extent funds are available, the Department will consider/explore a policy which provides employees whose jobs require them to do field work have a cell phone available to them upon request, for work-related emergencies.

The Department will reimburse field employees for work-related emergency cell phone calls that are made on the employee's personal cell phone.

For employees doing assignments during off hours, the Employer will provide employees with a phone number of a supervisor available to assist with on-site emergencies.

**ARTICLE 22 - SECTIONS I.2.B AND I.4
HEALTH AND SAFETY**

I.2.B. The Employer and the UAW agree to establish a Joint Departmental Health and Safety Committee. The Union Representative on such committee will be on leave without loss of pay while at meetings of the committee.

The Department will respond, in writing, within fifteen (15) workdays from receipt of any recommendations from the Departmental Health and Safety committee.

Departmental Health and Safety Representative:

The Health and Safety Representative shall be given eight (8) hours of administrative leave annually for the purpose of attending safety training.

I.4. Local, Agency or Facility-Level Health and Safety Committees

Health and Safety issues which arise at the local agency or facility level shall be referred to the Departmental Health and Safety Committee.

**ARTICLE 24
SUPPLEMENTAL EMPLOYMENT**

An employee may take supplemental employment provided these conditions are met:

1. Supplemental employment may not conflict with an employee's normal working hours.
2. No conflict of interest may occur as the result of an employee's supplemental employment.
3. Prior approval must be obtained from the Department's Personnel Director or designee. All requests must be responded to in writing within ten (10) working days.

A request for supplemental employment must be resubmitted when there is a change in employment or a change in the supplemental employer's regulatory status. Failure to comply with conditions for supplemental employment can result in disciplinary action being taken.

An employee may request to expedite an application for supplemental employment. A Bureau representative will call the personnel office to obtain preliminary approval by the Personnel Director or his/her designee. In all cases the supplemental employment application shall be submitted to the Personnel Director or designee for formal approval.

ARTICLE 29 TRAINING

The Department will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The Department will endeavor to provide training under the following conditions: at time of entry to a new position; whenever new technology is applied; when procedures for performing existing functions of unit employees are altered; or whenever an employee is transferred, reassigned, or bumped to a job with significantly different responsibilities.

Employees may be provided with in-service training. Every effort will be made to provide reasonable accommodation to handicapped employees. If the Department is unable to provide training and determines that relevant training is available through other agencies, departments, or universities, the employee may be granted administrative leave to attend. Reimbursement for any fees or tuition charged for attending these sessions will be paid at the discretion of the Department.

If the Department requires an employee to attend a training program, it shall be conducted as a part of the employee's work assignment, or administrative leave will be granted. Registration, fees and book expenses will be paid by the Department. In accordance with the Department's tuition reimbursement policy, employees may request authorization to attend a course that pertains to career opportunities within the Department.

Issues that fall within the scope of this Article may be discussed at Labor/Management meetings.

For attendance at meetings, conferences, training sessions, or college courses that benefit the individual's professional growth, UAW members may request up to 24 hours of administrative leave per calendar year. Management reserves the right to approve the requested leave based on operational needs and its benefit to the Department.

**ARTICLE 34 - SECTION 4
PERMANENT-INTERMITTENT EMPLOYEES**

A. Scheduling

Scheduling of permanent-intermittent employees shall be as equal as practicable within the appropriate class.

B. Scheduling Preference

The employee may inform the immediate supervisor of his/her scheduling preference. With prior supervisory approval, nothing in this Agreement shall prevent employees from exchanging and/or relinquishing regularly scheduled work hours with other employees within the same work related unit(s).

C. Hours of Work

Hours of work of permanent-intermittent employees shall continue in accordance with the current departmental practices.

D. Furlough and return from Furlough

Furloughing and return from furlough of permanent-intermittent employees shall continue in accordance with current departmental practice.

E. Layoff and Recall

A permanent-intermittent employee shall be laid off and recalled in accordance with procedures set forth in Article 12 of the Primary Agreement.

**ARTICLE 34 - SECTION 6
PERMANENT-INTERMITTENT EMPLOYEES**

The minimum call-n pay for permanent-intermittent employees shall be three (3) hours.

**ARTICLE 34 - SECTION 9
PERMANENT-INTERMITTENT EMPLOYEES**

The scheduling of temporary non-career employees shall not be used for the purpose of eroding permanent employment, nor shall the scheduling of temporary non-career employees cause a reduction in the hours worked by permanent full-time or part-time employees.

**ARTICLE 35 - SECTION A
CLOTHING**

If the Employer requires employees to wear a uniform, those employees furnished uniforms which require dry cleaning will be cleaned at the Employer's expense. Other clothing currently provided by the Department will continue to be provided and maintained in accordance with Article 2, section D. of the Primary Contract.

**ARTICLE 35 - SECTION B
TOOLS AND EQUIPMENT**

Tools and equipment which the Department requires the employee to use shall be made available by the Department. However, the UAW may introduce for discussion, through Labor/Management meetings, any proposals for tools and equipment. The Bureau will notify and discuss with the UAW contemplated major tool and equipment purchases during Labor/Management meetings

**ARTICLE 35 - SECTION F
LOUNGE AND/OR EATING AREAS**

The Department shall provide lounge and/or eating areas at all of its buildings in accordance with Article 35, Section F, of the Primary Agreement. At building sites where space is not currently available, the Department agrees to permit the use of specified conference and meeting rooms as employee lounge and/or eating areas.

ARTICLE 35 - SECTION G TUITION REIMBURSEMENT

Employees who are required by Civil Service to maintain a license and/or registration for continued employment in the classified service and/or required by the licensure body to satisfy continuing education unit requirements in order to maintain licensure shall be granted administrative leave for attendance and necessary travel time. Requests for approval of such leave shall be submitted to the employee's supervisor at least ten (10) working days in advance. The supervisor shall then provide the employee with his/her decision within three (3) working days of the receipt of the employee's request.

ARTICLE 39 - SECTION H PAID ANNUAL LEAVE

In units where five (5) or more bargaining unit members report to the same first line supervisor, the scheduling of vacations in the week of or contiguous to Memorial Day, July 4th, Labor Day, week of November 15, Thanksgiving, Christmas, and New Year's will be handled as follows: Employees wishing to reserve a vacation during the aforementioned period(s) will submit an annual leave request to their supervisor during the month of January. Employees shall specifically designate a first and second choice. Such leave requests will be acted upon five (5) work days from the request on a first come, first served basis. In the event more than one employee requests leave on the same day for the same time period, determination shall be made by seniority only.

Requests for vacations may be submitted by employees throughout the year. In the event more than one employee requests leave on the same day for the same time period, determination shall be made by seniority only. Annual leave requests of three (3) or more days will be submitted in writing to the immediate supervisor at least ten (10) work days before the first day of leave. The Employer will respond within three (3) work days.

The Employer shall not deny vacation requests for UAW bargaining unit employees in RIC Centers due to shortage in non-UAW bargaining units.

Annual leave requests of less than three (3) days will be submitted in writing to the immediate supervisor at least one (1) work day in advance. When submitted in accordance with this provision, the supervisor will respond to the employee the same day of receipt of the written request.

Exceptions to the above may be granted on a case-by-case basis.

Employees who have been reassigned by the Employer and have written supervisory approval for vacation(s) shall retain the approval for the use of their annual leave, except for an emergency condition.

Current systems will continue for units of less than five (5) bargaining unit employees but shall be a proper subject of a Labor/Management meeting.

Annual leave may be used in lieu of sick leave with supervisory approval.

MICHIGAN CAREER AND TECHNICAL INSTITUTE (MCTI):

A school calendar will be developed by the administration and include the following factors:

- A. Federal and/or state statutes, rules and regulations governing the operations of the school and/or those programs.
- B. Schedules of schools with which the agency must cooperate and/or coordinate.
- C. Availability of transportation for schools.
- D. Other relevant programming considerations that could impact on the school calendar.

Should it be necessary to modify the school calendar for emergencies once it has been established, the UAW shall be notified of the notice of change at least fourteen (14) days prior to the date of implementation.

Request for annual for other than the scheduled vacation period shall be considered on a case-by-case basis and approved subject to operational needs of the Department.

Request for annual leave of four (4) days or more shall be submitted at least two (2) weeks in advance when possible.

School year employees shall have no more than eleven (11) annual leave days scheduled in the school calendar, except in a year where Christmas Eve falls on a weekend. In such cases, employees shall have no more than twelve (12) annual leave days scheduled.

School year employees will be allowed to carry forward 140 hours of annual leave into the academic year.

School year employees requesting payment for annual leave balances at the end of an academic year may receive payment for no more than could have been earned during the academic year.

MICHIGAN REHABILITATION SERVICES (MRS):

Requests of annual leave of three (3) or more successive workdays shall be entitled to seniority consideration when requested during the appropriate sign-up periods. There will be an annual leave signup period in each quarter of the calendar year to cover leave usage beginning in the next successive quarter according to the following schedule:

<u>Sign-Up Period Close</u>	<u>For Leave Plans Beginning In</u>
November 15	January through March
February 15	April through June
May 15	July through September
August 15	October through December

Leave requests may not be submitted more than one year in advance. Within ten (10) workdays after the close of each sign-up period, the supervisor will evaluate the submitted leave requests and notify those employees approved. Those employees not approved will be placed on standby.

Definition of the appropriate organizational or functional units and coverage ratios for the purpose of determining vacation scheduling shall be developed in Labor/Management meetings, if necessary. The Department agrees, when necessary, to have supervisory staff develop and maintain scheduling calendars for the purpose of assisting employees to coordinate leave plans within the organizational or functional unit.

Employees will be granted their leave requests in descending seniority until the appropriate staffing formula is reached. Annual leave requests will be approved based on anticipated leave accruals. However, the employee must assure that sufficient leave credits are available at the time that the vacation period begins.

Leave requests of less than three (3) days or those submitted after the sign-up deadline has passed shall be granted on a first-come, first-serve basis only after the seniority approvals have been made.

Employees may sign up for leave on a standby basis. If a cancellation of approved leave occurs, the slot shall be filled by the first person requesting leave on the standby list.

ARTICLE 49 -- SECTION 2 INTEGRITY OF THE BARGAINING UNIT

When the Employer intends to implement any program of the type listed in Article 49, section 2 of the Primary Agreement, the Employer will give notice to the Local President or designee at least thirty (30) calendar days prior to implementation when practicable. Failure to provide timely notice shall not serve to delay the program's implementation. Notification shall include the following information:

1. Name of program
2. Number of program participants
3. Funding source
4. Benefits package available for participants if known
5. Term of program
6. Pay rate schedule
7. Plans for participants when program expires
8. The nature of the work to be performed

Upon request, local management shall provide the work site representative designated by the Union the names of the program participants.

ARTICLE 51 JOB SHARE

No Bureau or office shall be required to participate in job share. However, if they elect to participate, the following provisions shall apply:

Definition

"Job Share" is defined as two employees who share the responsibilities of one full-time position. The position is restructured into two positions. Applications for job sharing shall be limited to positions identical in classification and level, unless they are part of a preauthorized class series.

Application

- A. Job sharing is authorized only upon supervisory, Bureau and Departmental approval.
- B. The employee is responsible for making a written request to the Employer for a job share and locating a job share partner.
- C. The original conversion to job share is not considered a vacancy.
- D. If one of the persons should leave the job share position, the vacancy shall be filled in accordance with Article 13 of the Agreement.
- E. If one of the persons should leave the job share position, the remaining employee shall work full-time until a replacement partner is found, unless the supervisor approves an alternate work schedule. If there are no responses after the Employer has posted the vacancy in accordance with Article 13 of the Agreement, the position may be made full-time.
- F. The Employer may terminate the job share with thirty (30) calendar days notice. If the Employer initiates reconversion of the job sharing position to a full-time position, the following rules apply:
 - 1. The individual in the job share arrangement for the longer period shall be given first choice to remain in the position full-time.

2. The Bureau shall be responsible to relocate the other job sharer in a different full-time or permanent-intermittent position.

G. Layoff and bumping shall be in accordance with Article 12 of the Agreement.

H. Overtime shall be in accordance with Article 15 of the Agreement.

I. All other issues arising out of Article 51 shall be discussed in Labor/Management Meetings.

**LETTER OF UNDERSTANDING
FOR STATE OFFICE OF ADMINISTRATIVE HEARINGS AND RULES**

During the 2005 secondary negotiations, the parties discussed the Union's concerns surrounding the State Office of Administrative Hearings and Rules, a new Type I Agency created by Executive Order 2005-1.

The parties reserve their right to request to re-open negotiations on Articles of the Secondary Agreement with the Department of Labor and Economic Growth which have direct impact on the Bargaining Unit employees transferred by the implementation of Executive Order 2005-1. Requests to re-open Secondary Negotiations must be made, in writing to the other party, within 60 calendar days of the effective date of the Executive Order.

The Department agrees to provide the names, classifications, level, worksite, county, TKU, seniority hours, and an organizational chart to the Union no later than 30 days after the effective date of the Executive Order.

For the Union:

Sandra Masarik

For the Department:

Frank Russell

For the Office of the State Employer:

David Fink

For the International Union:

David Burtch

**LETTER OF UNDERSTANDING
ARTICLE 12 – SECTION A.3
APPLICATION OF LAYOFF**

The parties have discussed the current practices in which the Department of Labor and Economic Growth implements the seasonal layoff and fringe benefits for the 46 week school year employees.

At the Michigan Career and Technical Institute (MCTI), school year (seasonal) employees on layoff during the scheduled summer recess shall continue to receive 40 hours per week added to their continuous service hours. This shall not exceed 240 hours. MCTI employees on summer layoff will continue to be covered by normal health insurance fringe benefits as though they were full year employees. Employees will continue to be required to pay the established employee share of the premium. School year employees will receive for an academic year, a full year credit towards: A) step increases, B) longevity, C) annual leave accruals, and D) continuous service credit.

For the Union:

Sandra Masarik

For the Office of the State Employer:

David Fink

For the Department:

Frank Russell

For the International Union:

David Burtch

APPENDIX A

- Office Of Broadband Development
- Office Of Career Education
- Bureau Of Commercial Services
- Commission For The Blind
- Commission For Disability Concerns
- Construction Codes and Fire Safety
- Director's Office
- Bureau Of Employment Relations
- Bureau Of Finance and Administrative Services
- Office Of Financial and Insurance Services
- Office Of Hearings
- Office Of Internal Audit
- Bureau Of Labor Market Information and Strategic Initiatives
- Liquor Control Commission
- Michigan Strategic Fund/MEDC
- Office Of Media
- MES Board Of Review
- Bureau Of Safety and Regulation/MIOSHA
- Michigan Rehabilitation Services – Executive Office
- Michigan Rehabilitation Services – District I
- Michigan Rehabilitation Services – District II
- Michigan Rehabilitation Services – District III
- Michigan Rehabilitation Services – District IV
- Michigan State Housing Development Authority (MSHDA)
- Office Of Policy, Legislation and Energy
- Public Service Commission
- Right Of Way
- Michigan Tax Tribunal
- Bureau Of Unemployment and Workers' Compensation
- Bureau Of Wage And Hour
- Workers' Compensation Agency/Board Of Magistrates
- Workers' Compensation Appellate Commission
- Bureau Of Workforce Programs
- Office Of Administrative Hearings And Rules